

CHINA MAIL.

Established February, 1845.

MAIL.

With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

VOL. XXXIV. No. 4728. 號九廿月八年八十七八千一英

HONGKONG, THURSDAY, AUGUST 29, 1878.

日二初月八年寅戌

PRICE, \$24 PER ANNUAL.

AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALGAR, 8, Clement's Lane, Lombard Street, GEORGE STREET, 30, Cornhill, GORDON & GOUGH, Ludgate Circus, E. C. BATES, HENRY & CO., 4, Old Jewry, E. C. SAMUEL DEACON & CO., 160 & 164, Leadenhall Street.
PARIS AND EUROPE.—LEON DE ROYNT, 19, Rue Monceau, Paris.
NEW YORK.—ANDREW WIND, 123, New Street.
AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTCH, Melbourne and Sydney.
SAN FRANCISCO and American Ports generally.—BRAN & BLACK, San Francisco.
SINGAPORE AND STRAITS.—SAYLE & CO., Square, Singapore, C. HEINESEN & CO., Manila.
CHINA.—Macao, MESSRS A. A. DE MELLO & CO., SHANGHAI, CAMPBELL & CO., AMoy, WILSON, NICHOLLS & CO., FOOCHOW, HEDGE & CO., SHANGHAI, LANE, CRAWFORD & CO., and KELLY & WALKER, Yokohama, LANE, CRAWFORD & CO.

Banks.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL, 5,000,000 Dollars.
RESERVE FUND, 1,200,000 Dollars.

COVEN OF DIRECTORS.
Chairman, F. D. SAMSON, Esq.
Deputy Chairman, W. H. FORBES, Esq.
E. R. BELLIOS, Esq.
H. L. DALBYMPLE, Esq.
H. H. HOPE, Esq.
Hon. W. KESWICK.

CHIEF MANAGER,
Hongkong, THOMAS JACKSON, Esq.
MANAGER,
Shanghai, EWEN CAMERON, Esq.
LONDON BANKERS.—London and County Bank.

HONGKONG.
INTEREST ALLOWED.
ON Current Deposit Account at the rate of 2 per cent per annum on the daily balance.
For Fixed Deposits:
For 3 months, 3 per cent per annum.
" 6 " 4 per cent.
" 12 " 5 per cent. "

LOCAL BILLS DISCOUNTED.
Credits granted on approved Securities, and every description of Banking and Exchange business transacted.
Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.
T. JACKSON,
Chief Manager.

Offices of the Corporation,
No. 1, Queen's Road East,
Hongkong, August 16, 1878.

ORIENTAL BANK CORPORATION.

(Incorporated by Royal Charter.)
RATES of Interest allowed on Deposits.
At 3 months' notice 3% per annum.
" 6 " 4% " 5% "
" 12 " 5% " 6% "
D. A. J. OROMBIE,
Acting Manager.

Oriental Bank Corporation,
Hongkong, July 1, 1878.

CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

CAPITAL, £900,000.
RESERVE FUND, £150,000.
Banker.

THE BANK OF ENGLAND.

THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH in Hongkong
grants Drafts on London and the
chief Commercial places in Europe and the
East; buys and receives for collection Bills
of Exchange; and conducts all kinds
of Banking and Exchange Business.

RATES OF INTEREST ALLOWED on De-
posits.

On CURRENT ACCOUNTS, 2 per cent per
annum on the daily balance.

ON FIXED DEPOSITS.

For 3 months, 3 per cent per annum.
" 6 " 4 per cent. "
" 12 " 5 per cent. "

THE CHARTERED MERCANTILE
BANK OF INDIA, LONDON
AND CHINA.

(Incorporated by Royal Charter.)
CAPITAL, £750,000.
RESERVE FUND, £151,500.10.

Banker.

THE BANK OF ENGLAND.

THE LONDON JOINT STOCK BANK.

RATES of Interest allowed on Fixed
Deposits.

For 3 months, 2 per cent per annum.
" 6 " 4 per cent. "
" 12 " 5 per cent. "

Besides conducting general Exchange
Business, the Bank discounts local bills,
payable in Hongkong, and makes advances
on approved Banking Securities.

Present Rate of Discount
for approved short sight

acceptances, 5% per annum.

Rates for Advances, according to terms
required, may be ascertained on application

H. H. NELSON,
Manager.

Hongkong, August 1, 1878.

For Sale.

RECENTLY ARRIVED,

AND

FOR SALE.

TISSYONNEAU'S FINE FRENCH

STRAWBERRIES.

TEYSSONNEAU'S ASSORTED FRUITS.

French JAMS and JELLIES.

MACASSAR RED FISH.

Very Fine "O. K." BOURBON

WHISKY.

FINEST CHERBOURG BUTTER, in

BOTTLES OF ONE POUND.

BUSCK & CO.'S SELECTED DANISH

BUTTER, Season 1878, in

2 lbs. and 4 lbs.

ENGLISH and AMERICAN HOUSE-

OLD STORES.

EXTRA FINE CHICAGO BACON

and HAMS.

MACKEREL and SALMON BELLIES,

in Kits.

COD FISH, &c., &c.

HOTH'S BEST RUSSIAN ROPE, and

FINE LINES, Assorted Sizes.

FROST BRO'S BEST ENGLISH

WHITE LINES.

HENRY'S BEST GOVERNMENT

NAVY CANVAS, Assorted Numbers.

INDIA RUBBER SHEET PACKING

AND INSERTION, all Sizes.

TUCK'S PATENT PACKING.

INDIA RUBBER SUCTION and DE-

LIVELY HOSE.

CANVAS HOSE and LEATHER

BELTING.

AMERICAN ASH BOAT-OARS.

ADMIRALTY TESTED CHAIN

CABLES, and RIGGING CHAIN.

ANCHORS, from 25 lbs. up to 18 cwt.

Each.

PERFORATED ZINC SHEETS.

TINMAN'S and PLUMBER'S SOLDER.

LEAD PIPE, and SHEET LEAD.

FAIRBANK'S PLATFORM SCALES,

from 400 lbs. to 2,500 lbs.

MASSEY'S PATENT LOGS.

FLOUR SIEVES.

INDIA RUBBER KNEE and HIP

BOOTS, &c., &c., &c.

LAMMERT, ATKINSON & CO.

Hongkong, August 21, 1878.

Auctions.

PUBLIC AUCTION.

THE Undersigned has received instruc-

tions to sell by Public Auction, on

the 31st of August, 1878, at 2 p.m., on

the Premises—

INLAND LOT No. 60, situate be-

tween Gough Street and Hollywood

Road on the North and South, Aberdeen

Street on the East.

The above Lot will be sold in 39

Separate Lots.

The Buildings, &c., will be sold in

One Lot, said Buildings &c. to be cleared

off of the Ground within two months from

date of sale.

For further Particulars and Plans,

apply to the Undersigned.

TERMS OF SALE.—Will be given on

the Day of Sale.

J. M. ARMSTRONG,

Auctioneer.

Hongkong, August 20, 1878.

PUBLIC AUCTION.

THE Undersigned has received in-

structions to sell by Public Auction,

on the 31st of August, 1878, at 2 p.m.,

in the Premises—

THE COTTAGE PIANO, by J.

BROADBWOOD and Son.

etc., &c., &c.

TERMS OF SALE.—As customary.

Catalogues will be issued, and the

whole to be on view on and after Satu-

day, the 31st August.

J. M. ARMSTRONG,

Auctioneer.

Hongkong, August 25, 1878.

For Sale.

FOR SALE.

LADIES' and GENTLEMEN'S RIDING WHIPS.

CARBOLIC ACID, the best disinfectant.

PORCELAIN ICE PITCHERS.

KELLMAN'S DUNDEE MARMALADE.

FOSTER'S Bottled ALE and STOUT.

VERON'S CAFETIERES.

CURCHER and ADER'S CLARETS.

BASS's ALE and GUINNESS'S STOUT, bottled by Foster.

Scotch OATMEAL.

FOSTER'S Bottled ALE and STOUT.

VEGETABLE, FLOWER and LAWN-GRASS SEED.

TEA TASTER'S CUPS, POTS, SCALES and TIME GLASSES.

FOSTER'S Bottled ALE and STOUT.

French SUMMER SHOES.

CHRISTY'S HATS.

BASS's ALE and GUINNESS'S STOUT, bottled

NOTICES OF FIRMS.

NOTICE.

THE Interest and Responsibility of Mr EDWARD CUNNINGHAM in our Firm in Hongkong and China, ceased on the 31st December last.

RUSSELL & Co.
China, March 8, 1878. 568

NOTICE.

The Undersigned begs to notify that the MITSUI BUSSAN KAISHA of Tokio, Japan, has opened a Branch in this Port, and the Undersigned has appointed their Agent in Hongkong.

HERMICH SHUGIO.
Office No. 40, Club Chambers,
Hongkong, August 19, 1878. 569

NOTICE.

The Undersigned begs to notify that the MITSUI BUSSAN KAISHA of Tokio, Japan, has opened a Branch in this Port, and the Undersigned has appointed their Agent in Hongkong.

HERMICH SHUGIO.
Office No. 40, Club Chambers,
Hongkong, August 19, 1878. 569

NOTICE.

The Interest and Responsibility of the late Mr. J. J. dos REMEDIOS in our Firm ceased on the 31st July, 1878.

Mr. AGOSTINHO GUILHERME ROMANO and Mr. ALEXANDRE ANTONIO dos REMEDIOS are these Day been admitted Partners therein.

Our Firm now consists of Mr. J. H. dos REMEDIOS, Mr. A. G. ROMANO, and Mr. A. A. dos REMEDIOS.

J. J. dos REMEDIOS & Co.
Hongkong, August 1, 1878. 569

NOTICE.

The Interest and Responsibility of Mr. ARTHUR CHART in our Firm ceased on the 31st December last.

J. INGLIS & Co.
Hongkong, June 13, 1878. 569

NOTICES TO CONSIGNEES.

BRITISH STEAMER STRATHMORE, BOWELL—Master, from LONDON, PENANG AND SINGAPORE.

CONSIGNEES of Cargo by the above Steamer are hereby informed that their Goods are being landed and stored at their risk in the Godowns of the Undersigned, from whence delivery may be obtained.

Consignees wishing to take delivery of their Goods from the Boats alongside the Wharf are at liberty to do so. Goods remaining in store after the 2nd September next will be subject to rent. No Fire Insurance has been effected.

Optional Cargo will be forwarded unless written notice to the contrary is given by Noon To-day.

Bills of Lading will be countersigned by Wm. PUSTAU & Co., Agents.

Hongkong, August 26, 1878. 569

NOTICE TO CONSIGNEES.

THE BRITISH BARK LIZZIE PERRY, FROM ANTWERP.

CONSIGNEES of Cargo by the above-named Vessel are requested to send in their Bills of Lading for countersignature, and to take immediate delivery of their Goods.

Cargo impeding the discharge of the Vessel will be landed and stored at Consignees' risk and expense.

MEYER & Co., Agents.

Hongkong, August 26, 1878. 569

NOTICE.

CONSIGNEES of Cargo per S. S. CITY OF PEKING, from San Francisco and Yokohama, are hereby requested to send in their Bills of Lading to the Undersigned for countersignature, and to take immediate delivery of their Goods.

Cargo impeding the discharge of the Vessel will be landed and stored at Consignees' risk and expense.

RUSSELL & Co., Agents.

Hongkong, August 17, 1878.

NOTICE.

CONSIGNEES of Cargo per German Bark MANILIA II, GÖTTSCHE, Master, from HAMBURG, are requested to take immediate delivery of their Goods from alongside the Vessel.

Cargo impeding the discharge will be landed and stored at Consignees' risk and expense.

Bills of Lading will be countersigned by Wm. PUSTAU & Co., Agents.

Hongkong, August 6, 1878.

NOTICE TO CONSIGNEES.

CONSIGNEES of the following Cargo are requested to send in their Bills of Lading to the Undersigned for countersignature, and take immediate delivery. This Cargo has been landed and stored at their risk and expense.

No Fire Insurance has been effected.

H. DU POUIX,
Agent.

Ex "Amazona."

TH 1844, M. L. Thevenin, from
1 case Ink, Marcellles.

Ex "Pé Ho."

5 No. 419/21 Order, 15 Cases from
Wine, Marcellles.

Hongkong, July 27, 1878.

INTIMATIONS.

CANTON INSURANCE OFFICE.

ADJUSTMENT OF BONUS FOR THE YEAR 1877.

SHAREHOLDERS in the above Office are requested to furnish the Undersigned with a List of their Contribution for the Year ending 31st December, 1877, in order that the distribution of the Profits reserved for Contributors may be arranged. Returns not rendered prior to the 31st August next, will be adjusted by the Office, and no Claims or Alterations will be subsequently admitted.

JARDINE, MATHESON & Co., General Agents.
Hongkong, July 12, 1878. 569

HONGKONG FIRE INSURANCE COMPANY, LIMITED.

ADJUSTMENT OF BONUS FOR THE YEAR 1877.

SHAREHOLDERS in the above Company are requested to furnish the Undersigned with a List of their Contributions for the Year ending 31st December last, in order that the distribution of TWENTY PER CENT. (20%) of the Profits reserved for Contributors may be arranged. Returns not rendered prior to the 31st October next, will be adjusted by the Company, and no Claims or Alterations will be subsequently admitted.

JARDINE, MATHESON & Co., General Managers.
Hongkong, August 1, 1878. 569

HONGKONG AND WHAMPOA DOCK COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

CONTRIBUTING SHAREHOLDERS are requested to send in an Account of the Business contributed for the Half-year ended 30th June, 1878, or before the 31st instant, on which Date the Accounts will be Closed.

By Order of the Directors,
D. GILLIES,
Secretary.
Hongkong, August 13, 1878. 569

GOVERNMENT NOTIFICATION.

THE Following Notice to MARINERS is published for general information.

By Command, J. M. PRICE,
Acting Colonial Secretary.
Colonial Secretary's Office,
Hongkong, 10th August, 1878.

NOTICE TO MARINERS.

Notice is hereby given that a dangerous rocky patch exists in the fairway into Mirs Bay.

The following Magnetic bearings are from it:

Fung Head, N. 18° W.
South end of Basalt Island, N. 87° W.
East Ninepin Rock and

South part of South S. 55° W.
Ninepin in line, N. 25° W.

North-East Head Tamkau, S. 25° W.
This patch, about 40 feet long by 30 feet broad, extends in a North-East direction with 5 fathoms of water on it at low water

springs and 15 fathoms close to.

J. DIXON,
Staff Commander, R. N.
H. M. S. Victor Emanuel,
Hongkong, 7th August, 1878. 569

GOVERNMENT NOTIFICATION.

SALE OF THE OPIUM FARM.

NOTICE is hereby given that the TENDERS for the PRIVILEGE OF PREPARING and SELLING PREPARED OPIUM within the Colony for the Term of One, Two, or Three Years from the 1st of March, 1879, under the Provisions or Ordinance No. 2 of 1868 will be Received at this Office until Noon on MONDAY, the 23rd September, 1878.

Each Tender should specify the Monthly Payment offered for the period above-mentioned.

The Government does not bind itself to accept the highest or any Tender.

Should the highest Tender be less than the sum the Governor thinks a fair price for the Opium Farm, His Excellency in Council will grant Licences direct under Section 8 of the Ordinance, and take such further steps as may be necessary to realize a fair price.

By Command, J. M. PRICE,
Acting Colonial Secretary.
Colonial Secretary's Office,
Hongkong, August 21, 1878.

G. FALCONER & Co.,

WATCH AND CHRONOMETER MANUFACTURERS, AND JEWELLERS.

NAUTICAL INSTRUMENTS, CHARTS AND BOOKS.
48, Queen's Road Central.
Hongkong, August 20, 1878. 569

MURRAY & LANMAN'S FLO RIDA WATER.

CAUTION.

HAVING Learned that Large Quantities of IMITATIONS of our FLORIDA WATER have recently been imported to Hongkong, we caution the Public against purchasing any that does not bear the name "MURRAY & LANMAN" on the label. Each Bottle of the Genuine is wrapped with a pamphlet printed on paper which has the words "LANMAN & KEMP, NEW YORK" in Water Mark.

Messrs. MELOCHE & Co. are our only AGENTS for Sale of the Genuine Florida Water at Hongkong.

LANMAN & KEMP,
New York, July 3, 1878. 569

NOTICE TO CONSIGNEES.

CONSIGNEES of the following Cargo

are requested to send in their Bills of

Lading to the Undersigned for counter-

signature, and take immediate delivery.

This Cargo has been landed and stored at

their risk and expense.

No Fire Insurance has been effected.

H. DU POUIX,
Agent.

Ex "Amazona."

TH 1844, M. L. Thevenin, from
1 case Ink, Marcellles.

Ex "Pé Ho."

5 No. 419/21 Order, 15 Cases from
Wine, Marcellles.

Hongkong, July 27, 1878.

INTIMATIONS.

NOTICE.

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JARDINE, MATHESON & Co., General Agents.
Hongkong, July 12, 1878. 569

HONGKONG FIRE INSURANCE COMPANY, LIMITED.

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JARDINE, MATHESON & Co., General Agents.
Hongkong, July 12, 1878. 569

HONGKONG FIRE INSURANCE COMPANY, LIMITED.

to show that this sovereignty of Spain was somewhat imaginary. In one sense the negotiation of this treaty is an advantage to the Company, as it is in itself evidence that no such sovereignty then existed, and that the Sultan had a perfect right to make the cessions of territory he did to Baron Overbeck and his conferees. It must still be an open question whether this treaty will be recognised by European Powers, because it is only a year or two ago that the English and German Governments interfered with respect to the control of Sooloo by the Spaniards, and established the principle of the independence of the Sultan's territory. Spain governs her colonies in such a wretched manner, and surrounds them with so many jealous and troublesome restrictions, especially with respect to foreign trade, that we sincerely trust she will not be permitted to bring Sooloo under her rule.

LOCAL AND GENERAL.

We learn that the O. S. S. Co.'s steamer *Ulysses*, from Liverpool, left Singapore for Hongkong this morning.

We learn that the Torres Strait mail steamer *Somerset* has arrived at Singapore, and that she sails for Hongkong to-morrow.

It is reported that the Hon. C. J. Irving, at present acting Colonial Secretary at Singapore, has a fairly good chance of filling the position now temporarily occupied by the Hon. J. M. Price.

We learn from Messrs Jardine, Matheson & Co. that the S. S. *Glenfarclas* left Singapore for this port on Tuesday, the 27th instant, and the S. S. *Venice* on the 28th instant.

We are informed by the Agent of the M. M. Co. that the Company's S. S. *Sindh*, with the next French Mail left Saigon, for this port, to-day at noon; and that she was passing Capo St. James at 5.40 p.m. to-day.

A RUMOUR is current that Mr. H. E. Wodehouse will be made acting Auditor-General after the departure of Mr. Smith; but, if this includes a seat on the Legislative Council, we should be slow to credit the statement.

A DARING attempt at burglary is said to have been frustrated last night, near the Racket Court and Livery Stables. Some coolies were observed to be loitering about on the hill sides about 7 o'clock, but finding they were observed beat a hasty retreat.

We understand that the Hon. C. C. Smith, who has been appointed Colonial Secretary to Singapore, has been requested to visit Manila as Commissioner to enquire into a mercantile marine case connected with the Straits. He will leave shortly, returning to Hongkong before he finally leaves for his new post.

As will be observed by an advertisement in another column that the City Hall Library and Museum will be closed to the public during the ensuing month. The usual half-yearly search for white ants in this part of the building will then take place and the opportunity availed of for placing the new iron pillars which are to support the Ball Room floor. To avoid greater inconvenience than necessary the Secretary will be prepared to oblige residents in the Colony with any books they may require for the purpose of reference &c.

The Band 74th Highlanders will perform the following programme at the Officers' Mess to-morrow night, commencing at 9.15 p.m.—

Quadrille, *Freiugeln*, *Voss*, Overture, *Precious*, *Weber*, Selection, *La Fille de Madame Angot*, *Leocadia*, *Walze*, *Deutsche Lieder*, *Hartman*, Selection, *Maritane*, *Wallace*, *Galop*, *Sleigh*, *Kubner*, *Mr. J. BUCHANAN*, *Bandmaster*.

LAST night between 11 and 12 o'clock a Sikkim Constable named Hadji Mahomed made a murderous attack upon his wife, a Chinese woman named Pon Akum. It appears that Mahomed was on duty somewhere in the neighbourhood of the Clock-tower, when he arrested a coolie for being out without light or pass. Having left the coolie in custody at the Central Station, Mahomed, possibly thinking there would be no harm in taking a sun home to his house in Circular Pathway ere returning to his post, did so, and found a brother Sikh (named Allan Khan) also belonging to the "force" in his wife's company. He immediately made an attack on his faithless wife and her companion, with his staff. The man was probably quite able to defend himself, and escaped from the enraged husband in hot haste with only slight injury, but the woman was beaten severely about the head, arms, and shoulders. Having finished his murderous assault he decamped, and the wretched woman was found in a helpless state and conveyed to the Civil Hospital, where she now lies, but is in no immediate danger. Mahomed was arrested at Aberdeen this afternoon, and remanded in custody until Saturday next, the 31st. Khan is also in custody charged with misconduct as a soldier.

constable and being absent from Barracks without leave.

We regret to learn the sudden death of Mr. Faruado, Spanish Consul at Hongkong, while on his way by rail from San Francisco to New York. News has been received by private letter from Redoak, town on the Chicago Burlington, and Quincy Railroad, to the effect that the deceased dropped down dead in the railroad car on the night of July 7th, and that his body was brought on to Redoak. The Rev. Mr. Lamont, late of Union Church here, was travelling by the same train, if not in the same carriage, and did everything that could have been done under the circumstances. It is supposed that the extreme heat which prevailed at that time in many parts of the States must have been the immediate cause of death. Mr. Faruado was on his way home to meet his wife and family.

THE third performance of the Royal English Opera Company was given at the City Hall Theatre last night, when "La Fille de Madame Angot" was produced. There was a well-filled house, and, judging from the amount of applause lavished on the performers, the opera as a whole appeared to win the approval of the audience. Miss May, Mr. Vernon, Mr. Hageman, and Mr. Rollings, can certainly be warmly congratulated on the success of their representations. Mr. Hageman showed himself last night and on previous occasions to be a clever and amusing actor, possessing considerable vocal powers. We have inadvertently omitted hitherto to notice the excellence of the dresses of the Company. The appointments generally are unquestionably far superior to those of most Companies visiting the Far-East, and one or two of the scenes have been very pretty and effective. It would have been an improvement in last night's performances, we think, had Miss Stanley taken the character of *Clairiette* and Miss May that of *Madame Lange*—not that Miss May failed to make a very excellent *Clairiette*, but it seemed a pity to leave Miss Stanley out of the performance, and we feel convinced her *Clairiette* would have been a very good one, while Miss May would have made an admirable *Madame Lange*, although it is true she would have been deprived of some of the best songs. We fancy that *Genieve de Brabant* announced for next Saturday will be a better performance; in fact if we remember rightly both Mr. Vernon and Miss May shine mightily in the comic opera in question.

Police Intelligence.
(Before C. V. Creagh, Esq.)
August 29, 1878.

DRUNKENNESS.
John Bernard Crowley, seaman U. S. S. Ranger, was fined 25 cents for drunkenness.

DANIEL BREGG, seaman British ship *Sarah Bell*, was fined \$2 for being violently drunk and entering a number of houses and creating a disturbance.

John Bernard Crowley, seaman U. S. S. Ranger, also admitted being drunk and a straggler from this ship. Ordered to be sent on board.

CASE OF ALLEGED ROBBERY AND DRUGGING.

Wong Tai, a widow, was charged with administering a drug to a woman named Tao Amul, who lives under the protection of a foreigner at No. 44 Peel Street on Friday last, and stealing one pair of gold bangles valued at about \$170, one pair of rattan bangles valued at \$3, one pair of gold carings and appendages \$15, one gold hair-pin \$16, ten gold coins each valued about \$5 (\$50), eight \$5 bank notes, one set of 5 dollar notes and \$2 in silver (\$7), one gold watch and chain with appendages valued \$70, one gold ring set with emeralds \$12, five gold rings \$11, one gold coin attached to a girdle and one silver chain valued at \$6 or money and jewellery to the value of \$489, all of which she had about her person at the time she entered defendant's shop. The defendant gave her a cup of wine, and a man encouraged her to drink. There were two men (Chinese) in the room at the time, besides the woman (Wong Tai the defendant). Immediately after she had taken the wine she became giddy and then unconscious and on recovering consciousness, she found herself at the Government Civil Hospital, and all the articles of jewellery were missing from the exception of one rattan bangle.

Mr. Ng Achoy appeared to watch the case on behalf of the defendant.

The defendant was proved to have offered \$250 amends to the complainant at the Civil Hospital. She also enquired if complainant was dead, evidently expecting that she would be.

The case was remanded until 3 past 2 o'clock of the 4th proximo.

TO-DAY'S FINES.

Ching Ait, a rice-pounder and two women gambling with cards. Fined 5 cents each.

Li Aitoh, a widow, obstructing the footpath at Shing Fung Lane. Fined 25 cents each.

The busters of licensed chair No. 86, obstructing the side-walk opposite Messrs Holliday, Wise & Co.'s premises. Fined 50 cents.

Leung Aitai, a widow, busing joss paper in the streets. Fined 50 cents.

Ng Aitam and 2 others, joss-stick makers, obstructing the thoroughfare. First and third fined 25 cents each, and second fined 75 cents as he had been previously fined for a similar offence.

Chan Ahang, shopman, Praya West, obstructing the thoroughfare. Second offence. Fined \$1.

Chin Aang, a shopman, packing rice on Wing Lok Street. Fined \$1.50.

Tsang Achung, cowdealer, obstruction, second offence. Fined \$1.50.

Cheung Akwi, a married woman, assaulting another married lady. Fined \$2.

SUPREME COURT.
IN ORIGINAL JURISDICTION.
(Before His Lordship Acting Chief Justice Snowden.)
29th August, 1878.

Murrow v. Pustau, \$4,800.—This was a claim made by the proprietor of the Hongkong *Daily Press* newspaper to recover certain sums of money which the defendant's firm, W. Pustau & Co., as plaintiff's attorneys, had detained as commission.

The following gentlemen composed the Special Jury.—Messrs. H. Dickie, D. R. F. Crawford, A. Lind, A. G. Romano, J. M. Forster, Junr., D. Gillies, and C. Erdnau.

Mr. Pustau was again placed in the box and cross-examined by the Attorney General.—A letter was shown to me by Mr. Bell previous to his departure. This letter was from Murrow to Mr. Bell, and shewed the very high opinion Mr. Murrow had of me.

This opinion was not at all exaggerated, when you consider that duties were thrust upon me that had not been accustomed to.

I advanced Mr. Murrow \$63,000, and more than that. I did not receive any interest.

This money was spent in plant and machinery to and pay off some debts of Mr. Murrow.

I told myself secure so far as Mr. Murrow's good intentions went, but I had no security. The good-will of a paper can

not be considered as a security.

Mr. Mitchell had never charged more than \$25 per month, but I consider the work I have

done is much more onerous. Our accounts with Mr. Murrow commenced on the 1st of January 1877, the term of

Mr. Bell's lease being completed in December 1876. I was aware that Mr. Mitchell charged \$25 per month. I am not aware that I wrote to Mr. Murrow stating that I should charge a like amount. I intended to do the same amount of work as Mr. Mitchell for the same remuneration. I consider that I had a greater responsibility thrust upon me after the 1st of January 1877. I always have understood that auditing accounts was a very responsible duty.

I have done my duty by Mr. Murrow. (Witnesses here made much effect.)

In 1877 I had a deal of work to do. The accounts were sent to me in extracts, and I audited them. Mr. Bell left me a great deal to do when he left. I have had to go into the details of every branch of the concern, renew the lease of the premises, and re-engage the servants. I did not go into the details of the accounts; I had every confidence in Mr. Smith. I went to the *Daily Press* office perhaps forty times; I did not keep an account of the number of times I went there. I do not consider that \$25 per month was sufficient remuneration for the amount of trouble I was put to in 1877. I don't know what the gentleman of the Jury think about it. I recollect

of some soliciting advertisements from Messrs Lane, Crawford & Co., Lamert, Atkinson & Co., and I believe McEwan, Frixell & Co. I also sent my clerks round.

The work I have done for the *Daily Press* did not interfere with my own business, at least I hope not; it would have been very serious if it had.

I had to settle a dispute between the foreman printer and some of the other employees. It was a difficult

thing for me to decide, as I had no knowledge of printing office business.

The witness here again seemed nearly

overcome, but proceeded to answer the questions of the Attorney General.

His Lordship said that he (witness) should not allow his feelings to enter into the matter, but treat it merely as a matter of business.

Continued.—If Mr. Wilcox had not con-

tinued the lease, Mr. Murrow would have

got the money back. It is true I might have died, and that would have altered the case; and if my firm discontinued business, that might also have made a difference.

It is frequently done in mercantile transactions

to charge a commission in advance. This is done in charter parties. I do recollect

having heard from Mr. Parsons, stating that my son had called upon him, regarding this matter.

Mr. Parsons wrote to me offering \$250, in addition to the \$800, but I refused to accept this. (Extract of letter from Mr. Parsons read.)—I did not think I should be superseded, as I thought Mr. Murrow would be the person to give the final word.

By Mr. Hayllar.—Up to the letter of the 10th of May last, the offer made to me was \$1050 for 13 years' work.

By the Attorney General.—Mr. George declined to make any compromise. His instructions were to go to law.

Mr. Hayllar then addressed the Court for the defence. He said he would briefly state the points he would ask His Lordship to put to the Jury. The Attorney General had said that Mr. Pustau was entitled to \$451. The position in which the defendant was placed was this: If he was entitled to \$25 per month and no more could be charged, it would be in the discretion of the Court to grant the \$800. Mr. Pustau had explained matters in such a manner, that being an old man and an old friend of the plaintiff, it had effected his mind greatly. The remuneration would depend entirely on the value of the work done, and Mr. Murrow had himself admitted that he placed a very high value on the work done by Mr. Pustau. There could be no doubt that such valuable work had been done, for which \$40 per month would not have been too much remuneration: Mr. Parsons had obviously not seen Mr. Murrow's letters to Mr. Pustau in which he had agreed to pay \$25 per cent. He (Mr. Parsons) was not placed in possession of full particulars. The letter of 10th May from Mr. Parsons as follows:—Your firm will get the \$4,800 providing the lease continues, but we cannot allow it to be paid by anticipation.

This, said the learned Counsel, was tantamount to admitting that the commission

was intended to be paid.

Mr. Parsons wrote this as a solicitor for the trustee of Mr. Murrow's estate.

The Power of Attorney, he continued, was not transferred on account of the commission charged.

The accounts having been made up every

six months, according to the arrangement made with Mr. Murrow, and Mr. Parsons requiring them to be made every three

months, was requiring more than had been agreed to before. The learned Counsel said he was sure the Jury would admit that no benefit had been derived by the transfer of the Power of Attorney. If the remainder of the work is only simple work, it was Mr. Pustau who had made it so, and he was entitled to be remunerated for that.

Was there or was there not an arrangement made to pay this 5 per cent, and was it not owing to a mistake that the

Power of Attorney was withdrawn?

The Attorney General then addressed the Jury. He said there had been a great deal of correspondence read, which was really not required. Whether the transferring of a lease ought to entitle a person to \$4,800 was a question. The work according to Mr. Pustau's own shewing only took six weeks and entailed very little trouble, and yet a charge of \$4,800 was made. A great deal had been heard about the high charges made by lawyers out here, but if a lawyer had been engaged to do this work and any such charge had been made, it would have been considered enormous, and yet here was the defendant, not a professional man, charging an old friend \$4,800. There had been too much said about this old friendship of 34 years' standing; the defendant still claims his pound of flesh. Mr. Murrow's letters again should be read with caution, those who are accustomed to word-painting often let their pens run away with them. It was true Mr. Pustau had once lent Mr. Murrow \$62,000, but he had an honest man to deal with and he knew it, and then there was the plant and machinery of the *Daily Press* for which the money was required. Mr. Pustau perhaps would not have charged a fraction had his attention not been called to the fact that Mr. Mitchell received \$25 per month. The work done was not much, and did not occupy more than one hour in 3 months, perhaps not so long. Is not \$25 a month enough for this? I cannot produce evidence as to the amount of work done, as the parties concerned are nearly all dead or have left the Colony. Mr. Pustau was willing to step into Mr. Mitchell's shoes; that's the meaning of it. In his accounts he states "to auditing accounts of *Daily Press*, as successor of Mr. Mitchell." If he was Mr. Mitchell's successor, he had no right to charge more. Gentlemen, I think you will agree with me that \$800 is very ample remuneration for the work done. When arrangements are made for the sake of peace and quietness, His Lordship will tell you that they are not binding on the parties. If Mr. Pustau had only charged for arranging the lease, it would have been a very different matter. Considering the friendly relations existing between the parties it is not astonishing that some time should have been taken to consider the matter. The learned A. G. submitted that the main reason for withdrawing the Power of Attorney, was owing to the huge commission.

Mr. Hayllar put it that an action of account could have been easily brought.

In reply to a juror, and with the consent of the Court and parties, Mr. George stated that he now charged 5 per cent. on all incoming received on behalf of Mr. Murrow.

For instance, he would charge 5 per cent.

on the \$4,800 now in question if he received it, and the only other payments were those on account of rental under the lease.

After retiring for about half an hour, the Jury returned, and gave it as their unanimous opinion that it was not the intention that the whole commission should be charged on first incoming, but on the monies as they came in; that the power of attorney was withdrawn for good reasons; and that 5 per cent. commission on all incoming and the \$25 per month be paid to Mr. Pustau up to withdrawal of the power of attorney.

The Attorney General wished his Lordship to reserve several legal points inferentially raised by his Lordship's remarks. He also observed that Mr. Murrow could not bring an action without withdrawing the power of attorney.

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